

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2021-164-T - ORDER NO. 2021-376

JULY 2, 2021

IN RE: Application of Upward Endeavors, LLC) ORDER GRANTING
d/b/a Two Men and a Truck of Greenville to) EXPEDITED REVIEW,
Amend Section 3.0.2 of Current Tariff along) WAIVING
with the Request for Expedited Review and) PUBLICATION, AND
Waiver of Publication) APPROVING TARIFF
) AMENDMENT

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (Commission) by way of the Application of Upward Endeavors, LLC d/b/a Two Men and a Truck of Greenville (Upward Endeavors or Company), a holder of a Class E Household Goods Motor Carrier Certificate, to amend the language of section 3.0.2 of its current tariff and asking the Commission to grant expedited review and waive publication of this proposed tariff amendment. We grant expedited review, waive the publication requirement, and approve the tariff amendment.

II. FACTS, PROCEDURAL HISTORY, AND EVIDENCE

The Commission first granted a Class E Certificate to the Company by Commission Order No. 2002-219 on March 26, 2002. Last year, the Commission approved a revised tariff for Upward Endeavors on February 27, 2020, in Order No. 2020-74. In this docket, filed on May 18, 2021, Upward Endeavor seeks Commission approval to amend its tariff regarding damage claims and asks the Commission to expeditiously review the matter and

to waive the publication of a notice of the request “since no rates will be changed, only changes to language for section 3.0.2.” (Application letter dated May 18, 2021).

The proposed amendment concerns one section of the tariff regarding a customer’s claim for damages. Currently paragraph 3.0.2 states:

3.0.2 Full Replacement Coverage

This coverage costs \$7.50 per \$1,000 of the declared total value of the goods. For example, if the total weight of your shipment is 8,000 pounds, then the total value of your entire shipment is established to be \$48,000 and the charge for that protection would be \$360. However, you have the right to declare that your shipment has a greater value and pay for that increased protection. If you declared the value of the same shipment to be \$56,000, then the charge for that protection would be \$420. With Full Replacement Coverage, the minimum value of the shipment will be \$6.00 times the weight of the shipment.

If items are lost, Two Men and a Truck will have the option to replace them with articles of like kind and quality, or paying the replacement costs as determined by current market value. If items are damaged, Two Men and a Truck will have the same options, plus the additional option of repairing the items or paying the repair cost. All damaged items that are either replaced or reimbursed at full-market value become the property of Two Men and a Truck. Coverage for claims to structure to include but not limited to walls, floor coverings, and door frames are limited to \$400.00 per contract.

Upward Endeavors asks to amend paragraph 3.0.2 to state:

3.0.2 Additional Liability Coverage

Additional liability coverage options will be provided upon request.

On May 20, 2021, Jenny Pittman of the Office of Regulatory Staff submitted a Notice of Appearance of Counsel as a party of record pursuant to section 58-4-10 of the South Carolina Code of Laws (2015). On that same day, ORS filed its Impact Study

Results finding Upward Endeavors was “in compliance with Commission rules and regulations” and with “Annual Report and Gross Receipt filing requirements” and noting “ORS has not received any consumer complaints related to Upward Endeavors in the past 12 months.” In addition, ORS advised the Commission it did not oppose Upward Endeavor’s application to amend its tariff, explaining: “[t]he amendment is comparable to the language used in other Household Goods Movers’ tariffs.” ORS also indicated it did not oppose the Company’s request for expedited review and waiver of publication.

On May 26, 2021, by Directive, the Commission voted to approve the motion made to “grant expedited consideration, waive publication, and approve the Application of Upward Endeavors, LLC d/b/a Two Men and a Truck of Greenville to amend the language of Section 3.0.2 of its current tariff” The Directive further stated Upward Endeavors will continue to “offer the required state minimum for Basic Valuation, which is \$0.60 per pound for the actual weight on any lost or damaged article or articles.”

III. LAW

Statutory law gives the Commission the authority to regulate motor carriers of household goods: “The commission shall regulate every motor carrier in this State and fix or approve the rates, fares, charges, classifications, and regulations pertaining to each motor carrier.” S.C. Code Ann. § 58-23-1010. “The Commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.” S. C. Code Ann. § 58-23-590 (2015).

The South Carolina Code of State Regulations also addresses the Commission’s authority:

1. The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.
2. As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

S.C. Code Ann. Regs. 103-191 (2012).

Furthermore, a motor carrier must use the tariff approved by the Commission:

[N]o motor carrier operating under a Certificate of PC&N shall charge . . . a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.

Regs. 103-198.

The Commission may waive compliance with a rule where appropriate and waiver will not operate against the public interest:

In any case where compliance with any of these rules and regulations produces unusual hardship or difficulty, or where circumstances indicate that a waiver of one or more rules or regulations is otherwise appropriate, such rule or regulation may be waived by the Commission upon a finding by the Commission that such waiver is not contrary to the public interest.

Regs. 103-803.

IV. FINDINGS OF FACT

Upon consideration of the Application, the representations contained therein, and the documentary evidence attached thereto, the Commission makes the following findings of fact:

1. The Commission approved the application of Upward Endeavors to receive a Class E Motor Carrier Certificate on March 26, 2002, in Order No. 2002-219.

2. The Commission approved the current tariff of the Company on February 27, 2020, in Order No. 2020-74.

3. Upward Endeavors asks to now amend paragraph 3.0.2 as set forth herein which replaces the existing provision with the following:

“3.0.2 Additional Liability Coverage

Additional liability coverage options will be provided upon request.”

4. Upward Endeavors will still offer the required state minimum for Basic Valuation, which is \$0.60 per pound for the actual weight on any lost or damaged article or articles.

5. ORS performed an impact study and determined the Company is compliant with all rules and regulations of the Commission, and ORS did not receive any consumer complaints against the Company in the last twelve months.

6. ORS does not oppose expedited consideration of the Upward Endeavors’ Application and requests.

7. ORS does not oppose waiver of publication related to the Upward Endeavors’ Application and requests.

8. ORS does not oppose the Application by Upward Endeavors to amend this tariff as outlined herein and in its Application.

9. Waiving the publication of notice for this amendment under the circumstances is appropriate and is not contrary to the public interest.

10. We do not find it necessary to hold a hearing in this matter and find the request to expedite the docket reasonable.

V. CONCLUSIONS OF LAW

Based upon consideration of the Application, the evidence in the record and the applicable law, the Commission makes the following conclusions of law:

1. The Commission has the authority to establish rules, charges, and classifications of a motor carrier pursuant to S.C. Code Ann. § 58-23-1010 (2015) and S.C. Code Ann. Regs. 103-191 (2012).

2. The proposed amendment to the claims section of the tariff is just and reasonable pursuant to Regulation 103-191.

3. The request to waive the publication of notice of the amendment is reasonable pursuant to Regulation 103-803.

4. The request to expedite review of the matter is reasonable pursuant to Regulation 103-191.

5. The Commission concludes the requests of Upward Endeavors are reasonable and shall be approved pursuant to section 58-23-1010 and regulations 103-191 and 803.

VI. ORDERING PROVISIONS

IT IS THEREFORE ORDERED THAT:

1. The Application of Upward Endeavors, LLC d/b/a Two Men and a Truck of Greenville to amend its tariff as outlined in this Order is granted.

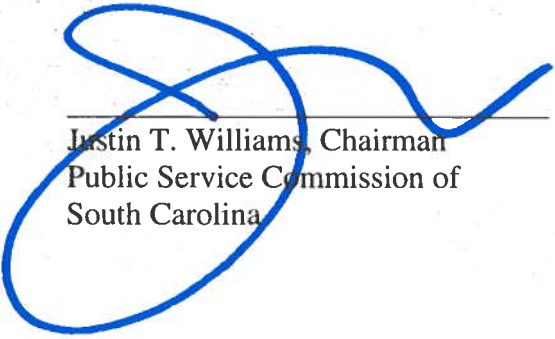
2. The proposed amendment to the tariff is hereby approved and a copy of the amended tariff is attached hereto as Order Exhibit No. 1.

3. Upward Endeavors shall continue to offer the required state minimum for Basic Valuation, which is \$0.60 per pound for the actual weight on any lost or damaged article or articles.

4. The Company is not required to publish notice of the amendment and we decide this matter without hearing, on an expedited basis.

5. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman
Public Service Commission of
South Carolina

Upward Endeav9rs, LLC d/b/a Two Men and a Truck of Greenville
South Carolina Household Goods Tariff

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

ACCEPTED FOR PROCESSING - 2021 May 18 2:33 PM - SCPSC - 2021-164-T - Page 4 of 12
ACCEPTED FOR PROCESSING - 2020 January 24 9:52 AM - SCPSC - 2019-380-T - Page 2 of 12

Effective Date: _____

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Upward Endeavors, LLC d/b/a Two Men and a Truck of Greenville South Carolina Household Goods Tariff

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**Upward Endeavors, LLC d/b/a Two Men and a Truck of Greenville
South Carolina Household Goods Tariff**

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Two Men and a Truck of Greenville. These services are furnished between points and places in South Carolina.

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Upward Endeavors, LLC d/b/ Two Men and a Truck of Greenville South Carolina Household Goods Tariff

SECTION 1

1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Two Men and a Truck of Greenville office location (in either Greenville or Spartanburg), and the clock stops when the movers return back to the office once they have unloaded at the customers' new home. Hourly charge as set out below and determined by the total travel mileage from the load location (origin) to the unload location (destination) plus actual travel time.

Hourly Rates - Weekdays (Monday-Thursday)

	0-60 miles	61+ Miles
Hourly rate per one mover, residential --	\$90.00/hour	\$90.00/hour
Hourly rate per two movers, residential --	\$120.00/hour	\$135.00/hour
Hourly rate per three movers, residential --	\$155.00/hour	\$170.00/hour
Additional movers: \$40.00/hour		
Additional truck: \$50.00/hour		

Hourly Rates- Weekends (Friday, Saturday and Sunday)

Hourly rate per one mover, residential --	\$100.00/hour
Hourly rate per two movers, residential --	\$130.00/hour
Hourly rate per three movers, residential --	\$165.00/hour
Additional movers: \$40.00/hour	
Additional truck: \$50.00/hour	

Additional trucks over one will be billed at the rates set forth above.

1.2 Minimum Hourly Charges

Customers will be charged a two-hour minimum, and then in fifteen-minute increments thereafter. If customers cancel within 48 hours of their move, Upward Endeavors will charge the applicable minimum.

Upward Endeavors, LLC d/b/a Two Men and a Truck of Greenville South Carolina Household Goods Tariff

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1.1 of this tariff.

2.1 Bulky Article Charges (per item)

2.1.1 Tanning Beds

To move a tanning bed, alone or along with other household goods, there is a flat charge of \$90 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two-hour minimum applies when moving a tanning bed, and additional time will be charged in fifteen-minute increments.

2.1.2 Fire proof file cabinets and safes, floor model copiers

To move these items alone or along with other household goods (first floor to first-floor only unless there is an elevator) is a flat charge of \$90 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving any of these items, and additional time will be charged in fifteen-minute increments.

2.1.3 Other Bulky Items

Any bulky articles not listed above will be charged the same as the appropriate hourly rate.

2.1.4 Right to Decline to Move Items

Two Men and a Truck of Greenville reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate top pool tables will be moved.

2.2 Piano Charges

2.2.1 Spinnet, console or studio pianos:

For moving a spinet, console, or studio piano, (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$90 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving a spinet, console or studio piano, and additional time will be charged in fifteen-minute increments.

2.2.2 Upright pianos (48 inches or taller)

For moving an upright piano (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$120.00 in addition to the appropriate hourly rate as set forth in Section above. The two hour minimum applies when moving an upright piano, and additional time will be charged in fifteen minute increments.

Upward Endeavors, LLC d/b/a Two Men and a Truck of Greenville South Carolina Household Goods Tariff

2.2.3 Baby grand pianos

For moving a baby grand piano (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$150.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving a baby grand piano, and additional time will be charged in fifteen-minute increments.

2.2.4 Restrictions on Piano Moves

All other types of pianos not listed in this Section 2.2 will be referred to piano movers.

2.3 Elevator or Stair Carry

Two Men and a Truck of Greenville does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.4 Excessive Distance or Long Carry Charges

Two Men and a Truck of Greenville does not charge customers an additional fee for carrying articles an excessive distance, long carry charges, articles, or special serving. These charges are the same as the appropriate hourly rate.

2.5 Pick Up and Delivery

Two Men and a Truck of Greenville does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.6 Packing and Unpacking

We do not charge an additional fee for packing and unpacking. The packing is the same rate as the hourly rate listed in section 1; plus the cost of packing materials and sales tax on the materials.

We are not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. We reserve the right to decline any moves consisting of extremely large or fragile items.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, washers, dryers, and similar articles.

2.8 Waiting Time

Customers will be charged for waiting time the same as the appropriate hourly rate.

Upward Endeavors, LLC d/b/a Two Mep and a Truck of Greenville South Carolina Household Goods Tariff

2.9 Overnight Storage

Overnight storage of a customer's items on a truck will be charged at a rate of \$200.00 per night.

2.10 Hotel Fee

For moves within South Carolina totaling more than 150 miles one way, there will be a hotel fee of \$250.00 for two men or \$300.00 for three men per night.

2.11 Holding Fee

If customer needs items held on a truck for more than four (4) hours on a scheduled move day, the customer will be charged a fee of \$300.00.

**Upward Endeavors, LLC d/b/a Two Men and a Truck of Greenville
South Carolina Household Goods Tariff**

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair the damage(s) in question. If we determine that damage(s) cannot be repaired, customer will be compensated based on the level of coverage chosen, as set forth below.

3.0.1 Basic Valuation

This coverage is free with the customer move. Two Men and a Truck's maximum liability shall be \$0.60 per pound for the actual weight on any lost or damaged article or articles, if the shipment has been expressly released by you to such value per article. Under this option, a claim for any article that may be lost, destroyed or damaged while in the custody of Two Men and a Truck will be settled based upon the weight of the individual article multiplied by 60 cents. For example, damages to an item weighing 400 pounds would result in a maximum claim settlement of \$240. This value is often less than the actual value of your articles. Coverage for claims to structure to include but not limited to walls, floor coverings, and door frames are limited to \$150.00 per contract.

3.0.2 Additional Liability Coverage

Additional liability coverage options will be provided upon request.

3.2 Presentation of Claims

If there is damage you discover on the day of your move, notify us immediately. All claims for loss, damage or overcharge must be written and attached to the Bill of Lading. In the event you have claims for concealed damage, Two Men and a Truck of Greenville must be given a reasonable opportunity to inspect damaged items in their original packing. Our movers will complete a Damage Report before they leave your site.

If you discover damage after the move, call the office within 96 hours of your move.

No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Moving Services Agreement acknowledging this.

3.3 Governing Publications

Our rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

We do not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. We will not accept responsibility for safe delivery of such articles if they come into our possession with or without our knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Two Men and a Truck of Greenville's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Two Men and a Truck of Greenville shall not be liable for any damages resulting from delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.